

## **ARTICLE 22**

### **HEALTH AND SAFETY**

#### **A. General.**

The Employer and MSEA will cooperate in the objective of eliminating safety and health hazards. The Employer will attempt to provide a safe and healthful place of employment free from recognizable hazards. The Employer will furnish protective clothing and equipment and provide required training in accordance with those standards established by the Department of Licensing and Regulatory Affairs and/or Community Health.

It is recognized that emergency circumstances may arise, and the Departmental Employer is authorized to make satisfactory arrangements for immediate protection of the affected employees, patients, clients, residents, and the general public in an expeditious manner.

#### **B. First Aid Equipment.**

First aid equipment shall be provided at appropriate locations in the work place. The first aid equipment will contain appropriate supplies to handle situations that might reasonably be expected to arise at that work place. The first aid equipment shall be adequately maintained and checked at intervals sufficient to insure that supplies are replaced and up-to-date.

#### **C. Buildings.**

The Employer will maintain all State-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Community Health. Where facilities are leased by the Employer, the Employer shall assure that such facilities comply with the order(s) of the Michigan Departments of Licensing and Regulatory Affairs and/or Community Health.

#### **D. Medical Examinations.**

Whenever the Employer requires an employee to submit to a medical examination or medical test, including x-rays or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services provided that the employee uses the services of the practitioner selected by the Employer. With the consent of the Employer, the employee may use another medical practitioner and the Employer will pay the excess costs not covered by the employee's health insurance program. Employees required to take a gynecological examination may be examined by a practitioner mutually acceptable to the employee and the Employer. In the absence of mutual agreement regarding a required gynecological examination, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary. All pre-employment physical plans affecting current Bargaining Unit members shall be submitted to MSEA.

**E. Foot Protection.**

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement as allowed in Article 43, Section W. Employees shall have the right to purchase such safety shoes utilizing the allowance provided therein.

**F. Protective Clothing.**

The issue of the Employer providing other apparel, purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, may be taken up in departmental secondary negotiations.

The types of apparel items to be discussed pursuant to this Sub-section shall include, but not be limited to: biological, radioactive, or chemical protective clothing; seasonal protective clothing; hard hats and fire resistant clothing for operators of fire suppression vehicles; helmets, boots, gloves and abrasion resistant clothing for motorcycle operators; steel-toed boots for operators of mechanized mowers; and welding protective apparel.

**G. Safety Glasses.**

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also continue to furnish such glasses in the proper size after the employee has presented the required prescription. Coverage for examinations shall be in accordance with Article 43, Section F., Vision Care Insurance.

**H. Safety Inspection.**

When the Michigan Department of Licensing and Regulatory Affairs, or Community Health inspects a State facility in which Bargaining Unit members are employed, a designated local MSEA Representative will be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the Inspector in those parts of the facility where such Unit members are employed. MSEA may designate an employee to accompany an Inspector under the provisions of this Section in the absence of a designated MSEA Representative on the premises. Otherwise there shall be no obligation of the Employer except notification to MSEA. An employee who acts as a designated MSEA Representative for the purposes of this Section shall not be paid for time spent outside the employee's regularly scheduled working hours. Such safety inspections may be requested to MIOSHA by MSEA when there is reason to believe that a health or safety hazard exists in a particular work site.

## **I. Contagious Diseases.**

In accordance with departmental policies, in Community Health facilities, Veteran's homes, Correctional facilities, Education institutions, and FIA institutions, the Employer will, when a source of possible contagion becomes known, isolate such source if possible and notify the employees and the Union of the source, the possible contagion, the isolation steps taken, and those further precautions which will be required to avoid contagion.

The Employer shall provide necessary supplies, training and equipment for such precautions. The parties recognize that an individual's rights regarding confidentiality may not be violated. However, employees' right to know shall be in accordance with applicable statutes.

The Employer acknowledges that the issue of contagious diseases and exposure to communicable diseases is of significant concern to MSEA Bargaining Unit employees. The parties agree that the Employer shall abide by the recommendations of CDC and MIOSHA and any appropriate local health department related to contagious diseases and that they shall consider recommendations by the U.S. Department of Health and Human Services and the U.S. Department of Labor.

The Employer agrees to provide information to the MSEA as appropriate and in accordance with applicable statutes.

The Employer will establish and/or continue a contaminated waste disposal system in accordance with CDC and the Michigan Department of Community Health Guidelines.

In accordance with CDC guidelines, protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who deals with individuals whose behavior or actions indicate a need for a protective barrier. The issue of which protective garments or devices are appropriate for Bargaining Unit employees in the course of performing their job duties shall be a proper subject for secondary negotiations.

## **J. Health and Safety Committee.**

1. Statewide Committee. A statewide joint committee on health and safety will be established consisting of two (2) representatives of the Union appointed by the Union and two (2) representatives of the Employer appointed by the Office of State Employer, hereinafter referred to as the State Committee. Each party will make a good faith effort to appoint at least one (1) member who has professional training in industrial hygiene or safety.

The Committee shall meet at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting and a copy given to the committee members. The charge of this Committee shall be to examine statewide policy issues regarding health and

safety as it affects Bargaining Unit employees. The Committee shall also make recommendations pursuant to its findings.

2. The Employer agrees that when Health and Safety Committees have been established by secondary negotiations, one member may be appointed by MSEA. The MSEA Representative on such Committee will serve both Bargaining Units and will be on leave without loss of pay while at meetings of the Committee. Such Committee may meet bimonthly at the request of either party for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Items to be included on the agenda for such meetings must be submitted at least seven (7) calendar days in advance of scheduled meeting dates. Where no items are timely submitted, no such meetings shall be held.

When the Employer introduces new personal protective apparel or extends the use of protective apparel to new work areas or issues new rules relating to the use of protective apparel, the matter will be discussed at the first feasible meeting of the Health and Safety Committee.

Advice of the Health and Safety Committee, together with supporting suggestions, recommendations, and reasons shall be submitted to the Appointing Authority or his/her designee for consideration, and for such action as may be deemed necessary.

#### **K. Compliance Limitations.**

If recommendations under Section J. above have not been acted upon within three (3) months, MSEA may grieve alleged unsafe or unhealthful conditions which are the subject of such recommendations commencing at Step Three of the Grievance Procedure provided in this Agreement; provided, that where a clear and present danger exists, MSEA may grieve at any time at Step Two. The Employer's compliance with Section J is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

#### **L. Safety Evacuation Plans.**

Upon MSEA's request, each Agency or work location shall submit a copy of its evacuation plan to MSEA for review and comment.

#### **M. Obligation of MSEA and Employees.**

MSEA and all employees will cooperate and comply with the objectives and requirements of this Article and with State and Employer Work Rules pertaining to safety and health.

#### **N. Employee Services Referral Program.**

The parties recognize that employees who are experiencing work-related problems or personal concerns, including, for example, alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness, may demonstrate less than satisfactory attendance and job performance.

The Employer agrees, to the financial extent possible, and without detracting from the existing Management Rights and employee job performance obligations, to provide and maintain an Employee Services Referral Program, to the extent of advising employees relative to counseling and other reasonable or appropriate work performance improvement services available to employees where necessary.

MSEA agrees to cooperate with the Employer in encouraging employees afflicted with any condition agreed to herein to participate in this program, if offered.

Absence of referral to such program, if provided, or failure to provide such program, shall not diminish or abridge in any way the Employer's right to discipline for just cause.

MSEA agrees to make a good faith effort to have Stewards attend training sessions sponsored by the Department of Civil Service on the Employee Services Referral Program. The Employer agrees that Stewards scheduled for such training shall be permitted time off from regularly scheduled work activities without loss of pay.